

**A G E N D A**

***City Council Meeting***

***Monday, November 5, 2018 – 6:00 p.m.***

➤ **OPENING**

- **Call to Order**
- **Invocation by Pastor Susan Thisell, Good Shepard Lutheran Church**
- **Pledge of Allegiance**
- **Roll Call**
- **Recognition of Officer Jennifer Meeks, GCPD's Officer of the 4th Quarter**

➤ **RECEIVE INFORMAL PUBLIC COMMENT**

***Informal Public Comment – Speaker Protocol***

The City of Garden City believes that any member of the general public should be afforded the opportunity to address the City Council provided that designated rules are followed by the speaker. Any member of the public who wishes to address the City Council and offer public comment on items within the City Council's jurisdiction, may do so during the Informal Public Comment period of the meeting. However, no formal action will be taken on matters that are not part of the posted agenda. Informal Public Comments are scheduled for a total of fifteen (15) minutes and each person will be limited to three (3) minutes. In order to ensure the opportunity for all those desiring to speak before the Council, there is no yielding of time to another speaker. Speakers not heard during the limited fifteen (15) minute period will be first to present their comments at the next Council meeting. The opportunity to address City Council on a topic of his/her choice shall be used by an individual only one (1) time per month. It may not be used to continue discussion on an agenda item that has already been held as a public hearing. Matters under negotiation, litigation, or related to personnel will not be discussed. If a member of the general public would like to address the City Council during the Informal Public Comment portion of the meeting, please respectfully indicate your desire to address the City Council when the Mayor solicits members of the general public to come forward and speak. You will be recognized by the Mayor and asked to come forward to the podium so that you can address the City Council in accordance with the rules outlined herein. Once the speaker has been recognized to speak, he/she will be given three (3) minutes to address the City Council. The speaker should not attempt to engage the City Council and/or Staff in a discussion/dialogue and the speaker should not ask specific questions with the expectation that an immediate answer will be provided as part of the three (3) minute time frame since that is not the intent of the Informal Public Comment period. If the speaker poses a question or makes a request of the City, the Mayor may refer the issue or request to the City Manager for follow up. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. The Mayor may rule out of order any Speaker who uses abusive or indecorous language, if the subject matter does not pertain to the City of Garden City, or if the Speaker(s) attempts to engage the City Council Members in a discussion or dialogue on issues. City Council shall not discuss non-agendized matters because it does not give the public adequate notice. Accordingly, City Council shall be limited to asking factual and clarifying questions of staff, and when appropriate, the Council may consider placing a matter on a future agenda. In addition, it is not reasonable to expect staff to respond to any of a variety of issues on which they may or may not be prepared to respond to on a moment's notice, so the City Manager may respond, or direct staff to respond at a later time.

## ➤ **RECEIVE FORMAL PUBLIC COMMENT – *No formal requests***

### **Formal Public Comment – City Council Agenda Protocol**

The City of Garden City has identified this portion of the meeting to allow individuals an opportunity to formally address the City Council on issues of importance. Garden City requires that individuals who desire to formally address the City Council submit a written request form outlining the subject matter that they intend to discuss so that they can be placed on the meeting agenda. Members of the public desiring to be placed on the agenda to present or address matters to the City Council must submit a formal ***“REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA”*** form to the Office of the City Manager at least 10 days prior to the requested City Council meeting date that you wish to speak. City Council meetings are held on the first and third Monday of each month so the request must be submitted no later than 5:00 pm on the Friday which constitutes 10 days prior. The request can be done in person, regular mail, fax or e-mail and the speaker should obtain acknowledgement of the request from the City to demonstrate that the 10 day requirement has been met. The request form may be obtained from the Office of the City Manager and on the City’s website [www.gardencity-ga.gov](http://www.gardencity-ga.gov). The request should state the name of the individual(s) desiring to be heard and the subject matter to be presented to City Council. Requests may be referred at the discretion of the City Manager, to appropriate staff for mediation prior to being placed on the public agenda. Please be advised the completion of a request form does not entitle the speaker to be added to the agenda.

## ➤ **CONDUCT PUBLIC HEARINGS**

### **Speaking to a Public Hearing Item Protocol**

In the interests of time and to ensure fairness of all persons who appear before the City Council to speak for or against a public hearing item, speakers will be limited to three (3) minutes each to address City Council except as described herein. One speaker for the Petitioner may address the City Council for no more than 10 minutes, unless extended by the Mayor. In an effort help the City Council and the general public to better understand the issues, the Mayor may request that a City staff member address the City Council from the podium. Speakers from the general public may only speak when recognized by the Mayor during the public hearing. Speakers will be asked to come to the podium to address the City Council for three (3) minutes and they shall state their name and resident address for the record.

Speakers addressing City Council on a public hearing item should coordinate comments to respect City Council’s time limits. Groups should select a spokesperson to present the major points that summarize their position and opinions. Speakers are urged to be brief and non-repetitive with their comments. Comments shall specifically address the public hearing item before the City Council, and the speaker shall maintain appropriate tone and decorum when addressing the City Council. City Council may ask questions of the applicant, speakers, or staff during these proceedings only for the purpose of clarifying information. The speaker shall not direct derogatory comments to any individual, organization, or business. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. Once the public hearing is closed on an item, there will be no further opportunity for formal or informal public input at a City Council meeting.

***PROCEDURES FOR CONDUCTING PUBLIC HEARINGS ON PROPOSED ZONING DECISIONS BEFORE  
GARDEN CITY'S MAYOR AND COUNCIL AND STANDARDS GOVERNING THE EXERCISE OF  
CITY COUNCIL'S ZONING POWER***

**Procedures for Conducting Public Hearings on Proposed Zoning Decisions:**

All public hearings conducted by the Mayor and Council on Garden City, Georgia, on proposed zoning decisions shall be conducted as follows:

- (1) All public hearings by the Mayor and Council on zoning amendments shall be chaired by the Mayor.
- (2) The Mayor shall open the hearing by stating the specific zoning amendment being considered at the public hearing and further stating that printed copies of the adopted standards governing the exercise of the Mayor and Council's zoning power and the procedures governing the hearing are available to the public.
- (3) The Director of the City's Planning and Zoning Department shall advise the Mayor and Council of the recommendation of the Planning Commission when applicable.
- (4) The Mayor shall determine the number of attendees who desire to testify or present evidence at the hearing.
- (5) When there is a large number of individuals wishing to testify at a hearing, the Mayor may invoke time limits on individual speakers. In such cases, these time limits shall apply to all speakers. Proponents, including the petitioner or the petitioner's agent requesting the zoning decision, shall have no less than ten (10) minutes for the presentation of data, evidence, and expert opinions; opponents of the proposed decision shall have an equal minimum period of time. The Mayor may grant additional time; provided, however, an equal period of time shall be granted both sides.
- (6) The petitioner requesting such zoning decision, or the applicant's agent, shall be recognized first and shall be permitted to present and explain the request for the zoning decision. Thereafter, all individuals who so desire shall be permitted to speak in favor of the zoning decision.
- (7) After all individuals have had an opportunity to speak in accordance with subparagraph (6) above, those individuals present at the public hearing who wish to speak in opposition to the requested zoning decision shall have an opportunity to speak.
- (8) The Mayor may limit repetitious comments in the interest of time and may call for a show of hands of those persons present in favor of or opposed to the proposed decision.
- (9) It shall be the duty of the Mayor to maintain decorum and to assure the public hearing on the proposed decision is conducted in a fair and orderly manner.
- (10) Once all parties have concluded their testimony, the Mayor shall adjourn the public hearing.

**Standards Governing the Exercise of The Zoning Powers of Garden City's Mayor and Council:**

Prior to making a zoning amendment, the Mayor and Council shall evaluate the merits of a proposed amendment according to the following criteria:

- (1) Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?
- (2) Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?
- (3) Could traffic created by the proposed use or other uses permissible under the zoning sought traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- (4) Will this request place irreversible limitations or cause material detriment on the area similarly zoned as it is or on future plans for it?
- (5) Is there an imminent need for the rezoning and is the property likely to be used for the use requested?
- (6) Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?

➤ **Public Hearings:**

- **FY2019 Proposed Budget:** The City Manager will present the proposed FY2019 Operating and Capital Budget for public comment.
- **Alcoholic Beverage License Application (Pilot Travel Center):** Receipt of public comment on an alcoholic beverage license application made by Selina Turner to sell wines, beer and/or malt beverages at Pilot Travel Center #072, 1504 Dean Forest Road, Garden City, Georgia.

➤ **Approval of City Council Minutes**

- Consideration of City Council Minutes (10/15/18) and Workshop Synopsis (10/22/18).

➤ **Staff Reports**

- Receive monthly report from the Director of Information Technology
- Receive monthly report from the Director of Parks & Recreation
- City Manager's Updates & Announcements

➤ **ITEMS FOR CONSIDERATION**

- **Ordinance, Foreclosed & Vacant Property Registry:** An ordinance to amend Article IV of Chapter 30 of the Code of Ordinance of Garden City, Georgia, as amended, to provide for vacant and foreclosed property registries; to provide for definitions; to provide for exemptions; to provide for maximum fees and penalties for registration and failure to register; to provide for appellate rights; to provide for severability.
- **Resolution, AVENU's Occupational Tax Revenue Renewal Agreement:** A resolution by the Mayor and City Council to authorize the City of Garden City to renew its occupational tax revenue enhancement agreement with AVENU Insights & Analytics, LLC for the recovery of occupational tax revenue from businesses in the City not on the City's current occupational/tax registration list; to authorize the City Manager to execute the renewal contract.
- **Resolution, AVENU's Tax Administrative Services Renewal Agreement:** A resolution by the Mayor and City Council to authorize the City of Garden City to renew its agreement with AVENU Insights & Analytics, LLC for the provision of tax administrative services with respect to occupational tax, hotel/motel tax, mixed drink excise tax, and other taxes designated by the City; to authorize the City Manager to execute the renewal contract.
- **Resolution, Alcohol Beverage License Renewals 2019:** A resolution by the Mayor and City Council to authorize the renewal of Garden City alcohol licenses for the 2019 calendar year; to provide for review and limited investigation of said license holder; and for other purposes.

- **Alcoholic Beverage License Application (Pilot Travel Center):** Consideration by City Council of an alcoholic beverage license application made by Selina Turner to sell wines, beer and/or malt beverages at Pilot Travel Center #072, 1504 Dean Forest Road, Garden City, Georgia.

➤ **ADJOURN**



The City of Garden City, Georgia  
100 Central Avenue, Garden City, Georgia 31405  
Phone: 912.966.7777 Fax: 912.966.2735

## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE



Date Filed \_\_\_\_\_

For the Year 2018

Expires on December 31 of the above year

### Check type of License

### License Fee

- |   |            |
|---|------------|
| <input type="checkbox"/> <input type="checkbox"/> Spirituous Liquors (Package)          | \$2,722.00 |
| <input type="checkbox"/> <input type="checkbox"/> Spirituous Liquors (by the drink)     | \$2,722.00 |
| <input type="checkbox"/> <input checked="" type="checkbox"/> Beer and/or malt beverages | \$682.00   |
| <input type="checkbox"/> <input checked="" type="checkbox"/> Wines                      | \$236.00   |
| <input type="checkbox"/> <input checked="" type="checkbox"/> Advertising Cost           | \$75.00    |

7 \$459.00 - 100-0000-321100  
100-6300-523300

Total: \$ 534.00 - prorated amount

pd ck 3316989

- 1) Name of (proposed) business: Pilot Travel Center # 072
- 2) Location of business 1504 Dean Forrest Road Garden City, GA 31408
- 3) Mailing address Attn: Tax Dept. PO Box 10146 Knoxville, TN 37939
- 4) Zoning District 060 Garden City
- 5) Business phone (912) 964-5280
- 6) Emergency phone (865) 588-7488
- 7) Applicant Name Selina Turner Age 56
- 8) Applicant's Home Address 250 Jaguar Lane Ellabell, GA 31308
- 9) Home phone (912) 964-5280
- 10) Ever held similar license? No Year N/A
- 11) Date of Birth \_\_\_\_\_
- 12) SSN \_\_\_\_\_



The City of Garden City, Georgia  
100 Central Avenue, Garden City, Georgia 31405  
Phone: 912.966.7777 Fax: 912.966.2735

**THIS PAGE FOR OFFICE USE ONLY**

Application received by D Alexander Date \_\_\_\_\_



**POLICE DEPARTMENT REVIEW**

Fingerprinted by \_\_\_\_\_ Date \_\_\_\_\_

OK For license 10/8/18 QA

Separate report submitted to the City Administrator:

[Signature] Date 10/17/18

Police Chief \_\_\_\_\_

Public Hearing held on November 5, 2018

Date advertised in Savannah Morning News 10/22/18, 10/23/18, & 10/24/18

Action of Council ☐ Approval ☐ Denial

License(s) Issued + \_\_\_\_\_ Date \_\_\_\_\_



## MINUTES

### City Council Meeting Monday, October 15, 2018 – 6:00 p.m.

**Call to Order:** Mayor Bethune called the meeting to order at 6:00 p.m.

**Opening:** Pastor Jonathan Phillips, Silk Hope Baptist Church gave the invocation and Mayor Bethune led City Council in the pledge of allegiance to the flag.

**Roll Call:** Mayor Bethune presided. Council Members: Mayor Pro-tem Kicklighter, Councilmember Campbell, Councilmember Cody, Councilmember Daniel, Councilmember Ruiz and Councilmember Tice.

**Staff:** Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Clerk of Council; Ben Brengman, IT Director; Ron Alexander, Planning Director; Kurt Lewis, Assistant Fire Chief; Gilbert Ballard, Chief of Police and Scott Robider, Code Enforcement Supervisor. *Absent:* Pam Franklin, HR Director; Cliff Ducey, Recreation Director; Benny Gooze, Public Works Director, and Corbin Medeiros, Fire Chief.

**Informal Public Comment:** Mayor Bethune opened the floor to receive public comment from the audience. There being no questions or comments from the audience, Mayor Bethune closed the informal public comment portion of the meeting.

**City Council Minutes:** Upon motion by Councilmember Kicklighter, seconded by Councilmember Campbell, City Council voted unanimously to accept and approve the city council minutes dated 10/1/18 and workshop synopsis dated 10/8/18.

#### **Staff Reports:**

Planning Director gave the Planning Department's Report for the month of September.

City Manager gave the Public Works Department's Report for the month of September.

Chief of Police gave the Police Department's Report for the month of September.

Assistant Fire Chief gave the Fire Department's Report for the month of September.

**City Manager's Updates:** City Manager said I have no updates.

#### **Items for Consideration:**

**Resolution, Telfair Road Abandonment:** Clerk of Council read the heading of a resolution by the Mayor and City Council to authorize the abandonment and disposal of a 2.01 acre portion of the Telfair Avenue public right-of-way in accordance with Section 32-7-4 of the Official Code of Georgia Annotated subject to whatever terms and conditions the City Manager deems necessary.

City Attorney said the City was petitioned by Mr. Grainger to abandon a portion of the Telfair Road right-of-way. The property is no longer needed for public access and no future use as a public road can be reasonably anticipated. Once the City declares the property surplus it will be put up for disposal at fair market value.



Upon motion by Councilmember Campbell, seconded by Councilmember Kicklighter, City Council voted unanimously to adopt the resolution.

Mr. Cole, 1600 Telfair Road, expressed his concerns related to the abandonment, because it will affect his access to his property.

Councilmember Kicklighter said I believe we have to allow him access to his property. Councilmember Tice said Mr. Cole will have access as long as he purchases his half of the right-of-way.

**Adjournment:** There being no further items for discussion, Mayor Bethune asked for a motion to adjourn. Upon motion by Councilmember Campbell, seconded by Councilmember Ruiz, City Council adjourned the meeting at 6:26 p.m.

*Transcribed and submitted by: Clerk of Council*

*Accepted and approved by: City Council 11/5/18*

## Synopsis

### City Council Workshop Monday, October 22, 2018 – 5:30 p.m.

#### Opening

Mayor Bethune called the workshop to order and opened the meeting with prayer.

#### Attendees

**Members:** Mayor Bethune presided. Council Members: Bruce Campbell, Rosetta Cody, Bessie Kicklighter, Debbie Ruiz and Kim Tice. Absent: Marcia Daniel, Councilmember.

**Staff:** Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Gil Ballard, Chief of Police; Corbin Medeiros, Fire Chief; Scott Robider, Code Enforcement Supervisor.

**Ordinance – Foreclosed & Vacant Properties Registry:** City Manager presented for City Council's consideration an ordinance to establish a City registry for vacant and foreclosed properties.

After a brief discussion, City Council recommended staff move forward with placing the ordinance on the November 5<sup>th</sup> council agenda for formal consideration and action.

**Ordinance – Amendment to Emergency Powers:** City Manager presented for City Council's consideration an ordinance to clarify the City Manager's authority and responsibilities in emergencies.

After a brief discussion, City Council recommended staff move forward with placing the ordinance on the November 5<sup>th</sup> council agenda for formal consideration and action.

**911 Memorandum of Understanding (MOU):** Fire Chief said the County is taking over dispatch and they requested the City to sign a standard/generic MOU. We along with Pooler, Savannah, and Southside Fire have not signed the MOU, because of legal review.

City Attorney said the MOU is generic and doesn't have any details in it. It doesn't even say what the potential costs are. Essentially, it's an agreement to agree. An MOU is an intergovernmental agreement, which should address liability, costs, etc., and nothing is addressed.

City Manager said the County will have to revisit the MOU.

**Renewal of AVENU Agreements for Tax Administrative Services:** Finance Director presented for City Council's consideration the renewal of the agreements with AVENU to continue providing the City with tax administrative services for processing and collecting occupational tax, hotel/motel tax, mixed drink excise tax and any other tax designated by the City.

Councilmember Kicklighter asked if the other tax designated by the City was the property tax. Finance Director replied, no it's referring to any other business or excise tax designated by City Council.

Finance Director said the cost is \$10 per businesses license. City Manager said their services are very cost effective.

After a brief discussion, City Council recommended the City Attorney move forward with drafting a resolution to place on the November 5<sup>th</sup> council agenda for formal consideration and action.

**FY2019 Proposed Schedule of Fees:** Finance Director presented for City Council's consideration the proposed Schedule of Fees for fiscal year 2019. She said the schedule of fees has been updated to reflect the fee revisions recommended by staff and City Council during the FY2019 budget development process. Finance Director provided City Council with an overview of the revised fees.

City Manager said the presentation and public hearing to receive public comment on the FY2019 Proposed Budget is scheduled for the November 5<sup>th</sup> council meeting. Formal consideration of the FY2019 is scheduled for the November 19<sup>th</sup> council meeting.

Councilmember Kicklighter said we are doing this earlier than usual. City Manager said we are moving along so there is no need to wait until the first meeting in December. He said we will use the first meeting in December to wrap up any remaining year-end items.

**Revenue & Expenditures Report as of September 30, 2018:** Finance Director said all of the City's funds are performing as expected. She said the only fund projecting a net loss as of 9/30/18 is the Fire Protection Fund.

Councilmember Ruiz said can they reduce the project year-end net loss. Finance Director said hopefully, if the Fire Department doesn't experience any major unforeseen financial costs between now and year-end, they may be able to reduce the projected year-end net loss amount.

There being no further questions or comments, City Council accepted the Revenue & Expenditures Report as presented.

**Mayor's Updates:** Mayor Bethune said the Chief of Police did an outstanding job representing us at the men's club event. He said I attended the Carpenters Union open house and they were very complimentary on our building inspections department.

Mayor Bethune said Ron, myself, and Jackie met with a representative of MPC on national historical preservation. The process to apply for a historical designation is not like it was explained. Hardly anybody applies for it, because the property owner has to have money of their own to invest in the property.

City Manager said the CHIP program is better, because the money comes in from the start. All the property owner has to do is prove eligibility. We have tools that we can use to assist that are of a much more friendly process.

Mayor Bethune said the City of Port Wentworth created a Community Development Authority to help eliminate blight, expand businesses, and redevelop properties.

City Attorney said we looked at this once before and you have to qualify according to a specific list of criteria. City Manager said I'll contact Port Wentworth to get more information.

#### **City Manager's Updates:**

**WPCP Sewer Line Repair** – City Manager said the sewer line at the WPCP is in need of repair. He said Clearwater said the cost to repair the line will be around \$25,000. I would like to go ahead and authorize them to move forward with putting a work plan together to repair the line.

After a brief discussion, City Council authorized the City Manager to move forward with having the sewer line repaired.

City Manager presented the proposed list of streets for resurfacing through the annual paving program (LMIG). We tried to focus on where the highest need is. I feel we have identified good candidates.

City Council recommended approval of the streets presented by the City Manager for funding consideration through the GDOT's Local Maintenance & Improvement Grant.

#### **Adjournment**

There being no further items for discussion, City Council unanimously adjourned the workshop at 6: 17 p.m.

*Transcribed and submitted by: Clerk of Council*

*Accepted and approved by: City Council 11/5/18*

**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL      DATE: 11/5/2018**  
**SUBJECT:    *Technology Department Report for the Month of October 2018***

**Report in Brief**

The Technology Department Monthly Status Report includes a wide variety of information in an effort to better inform the public and the City Council.

Prepared by: Benjamin Brengman  
Title                      Director of Information Technology

Reviewed by: \_\_\_\_\_  
Title                      \_\_\_\_\_

\_\_\_\_\_  
Ron Feldner, City Manager

Attachment(s)

## **Technology Report**

- Deployed one new laptop and new desktop.
- Replaced two copiers.
- Continued the installation and configuration for the Tyler conversion for the court and police department.
- The process of upgrading the body cam server is nearly completed.

## **Website**

- Currently we have 916 followers on Facebook and 483 followers on twitter.

## **Building Maintenance**

- Fixed the shower in the mens locker room.
- Completed maintenance on the HVAC system.

**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**  
***Parks& Recreation***

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**      **DATE: October 31<sup>st</sup> 2018**

**SUBJECT:    *Parks & Recreation October Report***

**Report in Brief**

The Parks & Recreation Monthly Status Report includes a summary of the monthly activities and projects of all divisions within the Department. This report also provides information regarding key items of interest and/or activities throughout the month. Garden City Parks and Recreation Department October report. Our staff continues to relish opportunities to provide quality programming and facilities to our residents. We encourage all residents to engage themselves in a program of choice and begin reaping the emotions and physical rewards associated with teamwork, interaction and physical and mental activity.

The operations detail contained in this report is for the Month of October 2018 and all related information is current as of October 31st, 2018.

Prepared by: Cliff Ducey  
Title Parks & Recreation Director

Reviewed by: \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Ron Feldner, City Manager

Attachment(s)



**Parks & Recreation Department  
Status Report  
Summary - October 2018**

**Adult/Youth/Sports Programs & Community Relations Activities/Events**

**Adult Programs**

**Senior Center**

During the Month of October 50 Senior Citizens per day attended/participated in adult programs at the Senior Center. Total number of lunch meals served 820. Also 135 breakfast meals were served.

***Activities included: Devotion time, bingo, trivia, puzzles, dominoes, bridge, cards, pool and line dancing and muscle strengthening exercise.***

➤ ***Monthly Programs Offered***

- New programs are offered each month, so stop by the Garden City Senior Center to see *what's new*.

26 Seniors enjoyed music, fun and games at the Garden City Sr. Center Halloween party October 30th.

Upcoming Events

November 7<sup>th</sup> 5pm outside the Sr. Center old fashion weenie roast with smores.

November 6<sup>th</sup> the Sr. Center will be closed for voting.

November 9<sup>th</sup> and 16<sup>th</sup> 2 trips to Hilton head.

November 20<sup>th</sup> The Annual Sr. Center Thanksgiving Meal 11:30am.

## **Youth Programs**

### **Cooper Center**

During the month of October, 20 per day Youths attended/participated in youth programs/after school. ***Activities included: Ping-Pong, indoor board games and playground.***

#### ➤ **Monthly Programs Offered**

- Computer help
- Home Work help
- Board games
- Outdoor fenced in playground and basketball court.

## **Sports Programs/Activities**

#### ➤ **Upcoming Sports Programs/Events**

- **Football and Soccer underway**

#### ➤ **Basketball Registrations – November 1 – November 30th**

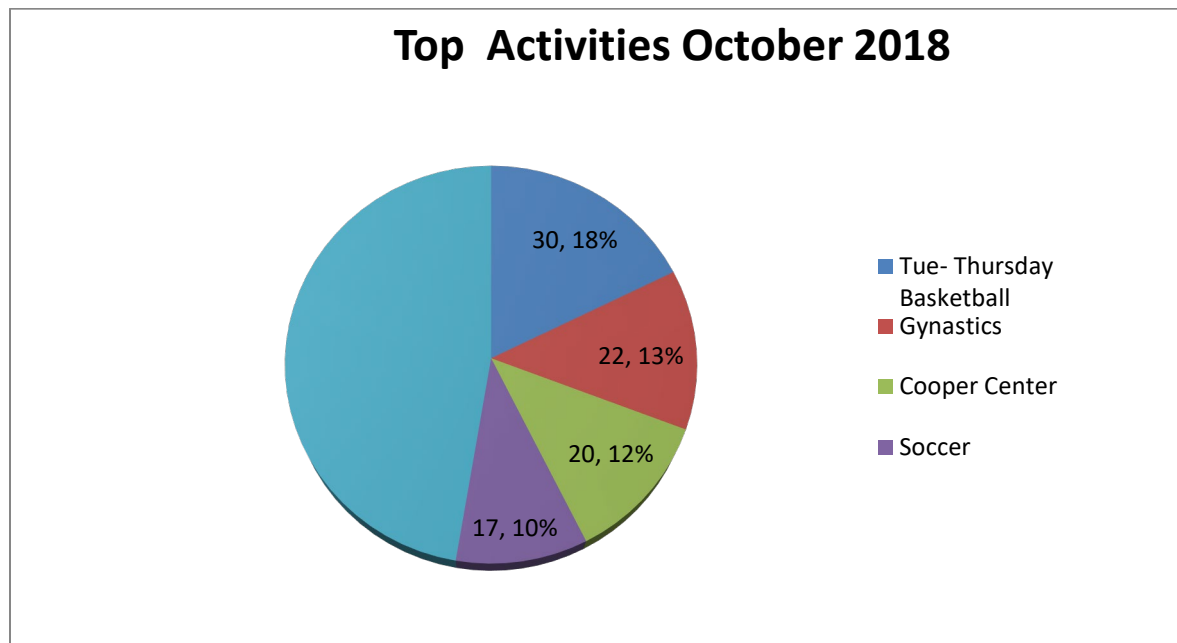
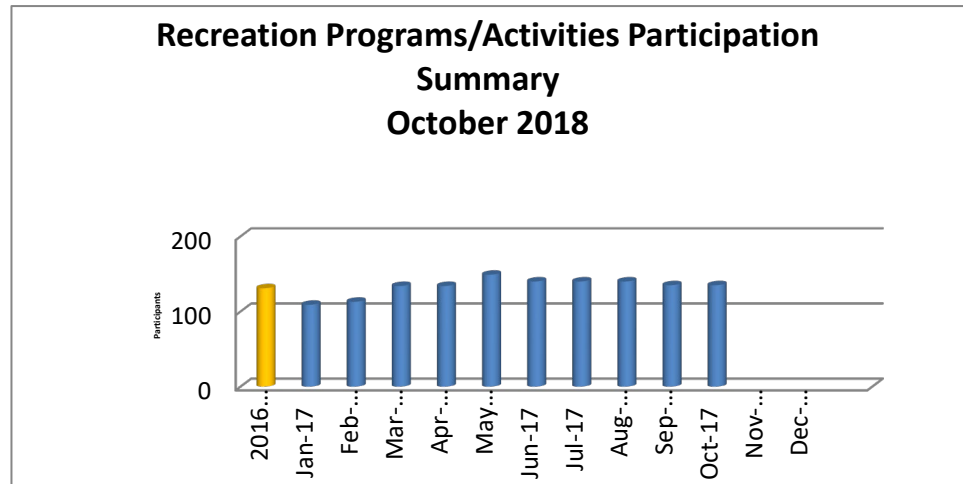
Registration Fee is \$25 residents and \$35 non residents

Sign-up taken at Garden City Gym Monday –Friday 8am – 5pm (check or money order only) 160 B. Priscilla D. Thomas Way 966-7788

### **Youth Gymnastics \$40 for 8 session (ages 3-13)**

Sign-up taken at Garden City Gym Monday –Friday 8am – 5pm (check or money order only) 160 B. Priscilla D. Thomas Way 966-7788

*The graphs below are visual summaries of the number of participants in Garden City's Recreation Programs/Activities.*



WILLIAM P. FRANKLIN, JR.  
DAVID H. DICKEY  
I. GREGORY HODGES  
ROBERT W. SCHIVERA (GA & NC)  
PATRICK T. O'CONNOR  
JAMES P. GERARD  
PATRICIA T. PAUL  
TIMOTHY D. ROBERTS  
LEE A. SUMMERFORD  
CHRISTOPHER L. RAY (GA & NY)  
DOUGLAS J. GIORGIO, III (GA & SC)  
ANDREW M. WILKES  
WILLIAM J. HUNTER  
DOUGLAS E. HERMAN (GA & PA)  
BENJAMIN M. PERKINS (GA & FL)  
PAUL H. THRELKELD  
GEORGE T. MAJOR, JR.  
T. LAWRENCE EVANS  
R. BENJAMIN LINGLE  
BRYAN A. SCHIVERA  
DAVID B. MULLENS, III  
PATRICK W. HINCHEY  
I. WILLIAM DROUGHT, III  
SAMUEL L. MIKELL

**OLIVER  
MANER**  
LLP  
ATTORNEYS AT LAW

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WWW.OLIVERMANER.COM

TWIGGS & OLIVER  
1897-1905

OLIVER & OLIVER  
1906-1941

OLIVER, OLIVER & DAVIS  
1942-1955

OLIVER, DAVIS & MANER  
1955-1963

OLIVER & MANER  
1963-1967

OLIVER MANER & GRAY  
1967-2008

JULIAN R. FRIEDMAN (GA & SC)  
OF COUNSEL

September 29, 2017

Mr. Ron Feldner, City Manager  
City of Garden City  
Garden City City Hall  
100 Central Avenue  
Garden City, GA 31405


RE: Ordinance Establishing City Registry for Vacant and Foreclosed Properties

Dear Ron:

Based on the recent comments made in workshop about the need for the City to know the owners of vacant and foreclosed properties within the city, I have drafted and enclosed herein an ordinance requiring owners of such properties to provide contact information to the City about their respective properties. Please take a look at the draft and get back with me as to whether you wish to proceed with getting it passed. If you have any specific questions about the ordinance, please call.

Very truly yours,

OLIVER MANER LLP

  
JAMES P. GERARD  
For the Firm

JPG/abt  
Enclosure

ORDINANCE NO. 2017-\_\_\_\_

AN ORDINANCE TO AMEND ARTICLE IV OF CHAPTER 30 OF THE CODE OF ORDINANCES OF GARDEN CITY, GEORGIA, AS AMENDED, TO PROVIDE FOR VACANT AND FORECLOSED PROPERTY REGISTRIES; TO PROVIDE FOR DEFINITIONS; TO PROVIDE FOR EXEMPTIONS; TO PROVIDE FOR MAXIMUM FEES AND PENALITIES FOR REGISTRATION AND FAILURE TO REGISTER; TO PROVIDE FOR APPELLATE RIGHTS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the Mayor and Council of Garden City, Georgia, and it is hereby ordained by the authority thereof that:

SECTION ONE

Article IV of Chapter 30 of the Code of Ordinances of Garden City, Georgia, as amended, entitled "Environment; Nuisances" is hereby amended by adding thereto the following Division 8 to provide for vacant and foreclosed property registries:

"Division 8.

Sec. 30-210. Short Title.

This Article shall be known as the "Garden City Vacant and Foreclosed Property Ordinance."

Sec. 30-211. Findings and Intent.

This ordinance is adopted to address the interest of public safety.

- (a) The governing authority finds that there is a need to establish a foreclosure and vacant real property registry as a mechanism to protect property values in neighborhoods for all property owners.
- (b) Due to the lack of adequate maintenance and security of properties that are foreclosed or where ownership has been transferred after foreclosure, the property values and quality of life of neighboring properties are negatively impacted.
- (c) Improperly maintained and secured foreclosed properties can become a hazard to the health and safety of persons who may come on or near the property and can adversely affect the aesthetic and economic attributes of communities. Difficulties also often arise in locating the person responsible for the condition of foreclosed real property. The governing authority finds that there is a substantial need directly related to the public health, safety and welfare to comprehensively address these concerns through the adoption of the provisions in this

Division.

- (d) A foreclosure and vacant real property registry will require owners and agents to provide the City with official information for contacting a party responsible for bringing foreclosed and vacant real property into compliance with applicable provisions of municipal code of Garden City, Georgia.

Sec. 30-212. Definitions.

- (a) 'Agent' means an individual with a place of business in this state in which he or she is authorized to accept inquiries, notices, and service of process on behalf of a vacant or foreclosed real property owner. The definition of 'agent' shall have the same meaning as set forth in Section 44-14-14 of the Official Code of Georgia Annotated should that definition differ from the definition in this Division.
- (b) 'Foreclosed real property' means improved or unimproved real property for which is held pursuant to a judicial or nonjudicial foreclosure of a mortgage, deed of trust, security deed, or other security instrument securing a debt or obligation owed to a creditor or a deed in lieu of foreclosure in full or partial satisfaction of a debt or obligation owed to a creditor or shall have the same meaning as set forth in the Official Code of Georgia Annotated, Section 44-14-14, should that definition differ.
- (c) 'Street address' means the street or route address. Such term shall not mean or include a post office box. The definition of 'street address' shall have the same meaning as set forth in Section 44-14-14 of the Official Code of Georgia Annotated should that definition differ from the definition in this Division.
- (d) 'Vacant Real Property' means real property that:
  - (1) Is intended for habitation, has not been lawfully inhabited for at least 60 days, and has no evidence of utility usage within the past sixty (60) days; or
  - (2) Is partially constructed or incomplete, without a valid building permit.

Such term shall not include a building or structure containing multiple units with common ownership that has at least one unit occupied with evidence of utility usage. The definition of 'vacant real property' shall have the same meaning as set forth in Section 44-14-14 of the Official Code of Georgia Annotated should that definition differ from the definition in this Division.

Sec. 30-213. Registration of Vacant or Foreclosed Property.

- (a) Owners or agents of foreclosed real property or vacant real property, including foreclosed real property and vacant real property which is also residential rental property, are required to register such property with the City's Director of Planning and Economic Development within thirty (30) days of such property becoming foreclosed or vacant real property by following the provisions of this Section unless otherwise exempted by this Division or state law.
- (b) Any such owner or agent of foreclosed real property or vacant real property located within the jurisdiction of the City is required to file with the City's Director of Planning

and Economic Development a registration form in paper or electronic format. If the Georgia Department of Community Affairs has promulgated a standard vacant or foreclosed real property registry form the owner or agent shall use such form and the City shall only require use of such form. If the Georgia Department of Community Affairs has not promulgated such form, the City may create its own form, but such form shall only require submission of the following information:

- (1) The real property owner's name, street address, mailing address, phone number, facsimile number, and e-mail address;
  - (2) The agent's name, street address, mailing address, phone number, facsimile number, and e-mail address;
  - (3) The real property's street address and tax parcel number;
  - (4) The transfer date of the instrument conveying the real property to the owner; and
  - (5) At such time as it becomes available, recording information, including deed book and page numbers, of the instrument conveying the real property to the owner.
- (c) Registration is required for all vacant or foreclosed real property unless otherwise exempted pursuant to this Division, but is not required for vacant or foreclosed real property within ninety (90) days of such real property's transfer:
- (1) Pursuant to a deed under power of sale or deed in lieu of foreclosure; or
  - (2) To the first subsequent transferee after the vacant real property has been acquired by foreclosure under power of sale pursuant to Section 44-14-160 of the Official Code of Georgia Annotated, or acquired pursuant to a deed in lieu of foreclosure.
- (d) Any owner or agent required to register any vacant or foreclosed real property pursuant to this Division or Georgia law shall also be required to update the information specified in Subsection (b) of this Section within thirty (30) days after any change in such required information regardless of whether the information provided to the registry was in the deed under power of sale or deed in lieu of foreclosure.

#### Sec. 30-214. Foreclosed and Vacant Real Property Exemptions.

- (a) Registration or payment of any administrative fees of foreclosed real property pursuant to this Division or Georgia law is not required of any transferee who acquires any real property by foreclosure under power of sale pursuant to Section 44-14-160 of the Official Code of Georgia Annotated, or acquires any real property pursuant to a deed in lieu of foreclosure and:
- (1) The deed under power of sale or deed in lieu of foreclosure contains the information specified in Subsection 30-213(b) of this Division;
  - (2) The deed is filed with the Clerk of the Superior Court within sixty (60) days of the



transfer; and

- (3) Proof of the following is provided to the office or the officer in charge of the City's foreclosed real property registry:
  - (A) A filing date stamp or receipt showing payment of the applicable filing fees; and
  - (B) The entire deed under power of sale or entire deed in lieu of foreclosure.
- (b) Any owner or agent required to register any vacant or foreclosed real property pursuant to this Division or Georgia law shall also be required to update the information specified in Subsection 30-213(b) within thirty (30) days after any change in such required information regardless of whether the information provided to the registry was in the deed under power of sale or deed in lieu of foreclosure.

Sec. 30-215. Removal from Registry.

- (a) Any owner or agent of a vacant or foreclosed real property may apply to the City to remove a vacant or foreclosed real property from the City's registry at such time as the real property no longer constitutes a vacant or foreclosed real property.
- (b) Any application for removal allowed under Subsection (a) of this Section shall be granted or denied by the Director of Planning and Economic Development within thirty (30) days, and if no such determination is made within thirty (30) days, then the application for removal from the registry shall be deemed granted.

Sec. 30-216. Administrative Fees.

Any owner or agent of a vacant or foreclosed real property which is required to be registered with the City under this Division shall be required to make a payment for administrative fees that reasonably approximate the cost to the City of the establishment, maintenance, operation, and administration of the registry. Such fees shall be set via resolution of City Council.

Sec. 30-217. Appeal Procedures.

- (a) Any owner or agent aggrieved of any determination or decision of the Director of Planning and Economic Development or the City in the administration of this Division may appeal to the Municipal Court of the City. All appeals hereunder must be taken within thirty (30) days of the decision in question by filing with the City Manager a notice of appeal specifying the grounds thereof.
- (b) The City Manager shall forthwith transmit the notice of appeal and all the papers constituting the record upon which the action appealed was taken to the Municipal Court Clerk who shall schedule an appeal hearing within sixty (60) days following the date the appealing party submits its completed written appeal in compliance with Subsection (a) above.

- (c) The Municipal Court judge may call for further information to be provided within the next thirty-five (35) days following the hearing, and may continue the hearing for the purpose of receiving such information or for such other proceedings and reasons as the Municipal Court judge deems appropriate.
- (d) An appeal shall stay all proceedings in furtherance of the action appealed from unless the City Manager certifies to the Municipal Court, after the notice of appeal has been filed with him/her, that by reason of the facts stated in the certificate a stay would, in his/her opinion, cause imminent peril to life or property. In such case, the proceedings shall not be stayed except by order of the Municipal Court judge on notice to the City Manager and on due cause shown.
- (e) The Municipal Court judge may, in conformity with the provisions of this Division, reverse or affirm, in whole or in part, or modify the decision, requirement, or determination of the Director of Planning and Economic Development appealed from by the owner or agent and may make such decision, requirement, or determination, as may be appropriate under the circumstances.

#### Sec. 30-218. Administration.

- (a) The foreclosure and vacant real property registry is subject to the Open Records Act of the State of Georgia and the City may make such registry information available online.
- (b) Registration information shall be deemed prima facie proof of the statements contained therein in any court proceeding or administrative enforcement proceeding in connection with the enforcement of this Division.

#### Sec. 30-219. Nuisances.

Nothing in this Division shall be construed to impair, limit, or preempt in any way the power of the City to enforce any applicable codes, as defined in state law, or to define or declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

#### Sec. 30-220. Penalties.

Any owner or agent required to register a vacant or foreclosed real property under this Division who fails to register or fails to update the information specified in Subsection 30-213(b) of this Division, may be fined up to \$1,000.00 per occurrence.”

### SECTION TWO

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

### SECTION THREE

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional

by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

SECTION FOUR

This ordinance shall become effective immediately upon its adoption by the City Council.

ADOPTED, this \_\_\_\_\_ day of October, 2017.

\_\_\_\_\_  
RHONDA FERRELL BOWLES  
Clerk of Council

RECEIVED AND APPROVED THIS \_\_\_\_\_ day of October, 2017.

\_\_\_\_\_  
DON BETHUNE  
Mayor

Read first time:

Read second time and passed:

**FORECLOSED OR VACANT PROPERTY****REGISTRATION FORM****\*\*Review Garden City's Instructions Before Completing\*\***

COUNTY:

TAX PARCEL #:

THIS PROPERTY IS CURRENTLY VACANT (Yes/No):

If this form is submitted to update a prior registration, the county and tax parcel # must be entered above, the new information entered below, and "YES" entered here:

If this property has now been re-conveyed, enter date:



G A R D E N C I T Y

**PROPERTY INFORMATION**

Street Address:

City:

Zip Code:

Conveyance Document:

Deed Book:

Page:

**AGENT INFORMATION (Agent for Property Owner)**

Agent Business Name:

No Business Name:

First Name:

Middle Name:

Last Name:

Suffix:

Phone 1:

Phone 2:

Fax:

Email:

Street Address (No PO Box)

Street:

Unit #:

City:

Zip Code:

Mailing Address:

Street Address:

**PROPERTY OWNER INFORMATION (Owner, Lender, Mortgagee, or Creditor)**

Business Name:

Title:

No Business Name:

First Name:

Middle Name:

Last Name:

Suffix:

Phone 1:

Phone 2:

Fax:

Email:

**OWNER MAILING ADDRESS**

Street:

City:

State/Province:

Country:

Zip Code:

**OWNER STREET ADDRESS (No PO Box)**

Street:

City:

State/Province:

Country:

Zip Code:

**ACKNOWLEDGEMENTS**

Registrant acknowledges that any change to the above information regarding the property, agent, or owner must be submitted within 30 days of the change. Registrant has obtained and read Garden City's instructions pertinent to this form.

Print Name:

Signature:

**Name entered here on electronic form acts as digital signature.**

Date Form Submitted:

Phone #:

This form to be filed with the City of Garden City's Planning Department by mail, email, or delivery per instructions.

Call 912-963-2756 for assistance.

August 2018

STATE OF GEORGIA       )  
                                      )  
COUNTY OF CHATHAM    )

**A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO RENEW ITS OCCUPATIONAL TAX REVENUE ENHANCEMENT AGREEMENT WITH AVENU INSIGHTS & ANALYTICS, LLC (f/k/a/ PRA GOVERNMENT SERVICES, LLC, d/b/a RDS) FOR THE RECOVERY OF OCCUPATIONAL TAX REVENUE FROM BUSINESSES IN THE CITY NOT ON THE CITY'S CURRENT OCCUPATION/TAX REGISTRATION LIST; TO AUTHORIZE THE CITY'S CITY MANAGER TO EXECUTE THE RENEWAL CONTRACT; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, in July 2015, Garden City entered into that certain Tax Revenue Enhancement Agreement (Business License Discovery/Recovery) (the "Agreement"), with PRA Governmental Services, LLC, d/b/a RDS (n/k/a Avenu Insights & Analytics, LLC ["AVENU"]), for the providing of occupational tax administrative services; and,

**WHEREAS**, AVENU's satisfactory performance of the Agreement provides justification for the City's exercising its option thereunder to renew the Agreement for an additional twelve (12) month period in accordance with and pursuant to the renewal contract which is attached hereto as Exhibit "A" hereto; and,

**WHEREAS**, the City deems entering into the renewal contract with AVENU for the provision of such discovery/recovery services to be in its economic best interest by reason of maximizing its tax collections and minimizing the administrative costs associated therewith.

**NOW, THEREFORE**, be it resolved by the Mayor and Council for Garden City, Georgia, and it is hereby resolved:

1. The City is hereby authorized to enter into that certain renewal contract with Avenu Insights & Analytics, LLC (f/k/a PRA Government Services, LLC, d/b/a RDS) attached hereto as Exhibit "A" for the provision of occupational tax administrative services with respect to the recovery of occupational tax from businesses within the City which are unregistered and unknown to the City.
2. The City Manager is hereby authorized to execute the above-mentioned renewal contract, together with any other document necessary to further the intent of this Resolution.

3. The effective date of this Resolution shall be when approved by the Mayor and Council.

SO RESOLVED, this 5<sup>th</sup> day of November, 2018.

CITY OF GARDEN CITY, GEORGIA

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RHONDA FERRELL-BOWLES  
CLERK OF COUNCIL

Received and Approved this 5<sup>th</sup> day of November, 2018.

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DON BETHUNE, Mayor of Garden City, Georgia

## Tax Revenue Enhancement Agreement Business Tax Discovery/Recovery

This agreement made as of the \_\_\_\_ day of \_\_\_\_\_, 2018 by and between AVENU Insights & Analytics, LLC and Garden City, a Georgia CITY ("CITY").

### **A. Business License Discovery/Recovery Services**

1. Discovery/Recovery Services include:
  - i. Analysis of two or more municipal lists. These lists could include: current occupation tax data, sales tax data, property tax lists and telephone directories at least once a year.
  - ii. Properties/entities that are not in one or all of the databases are presumed unlicensed.
  - iii. AVENU will generate a letter requiring payment, proof of payment, or documented response for all properties/entities presumed unlicensed. If no response, AVENU may mail additional letters and contact the property/entity via phone call before proceeding with additional collection procedures.
2. Taxpayer Remittance: Taxpayers will remit payments to Garden City, in care of a P.O. Box to be determined by AVENU.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on **Exhibit A**. CITY shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients.
4. Notification, Reporting to CITY: AVENU will provide CITY with timely reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to CITY'S account numbers and all fees paid to AVENU.
5. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions.
6. Consideration for Discovery/Recovery Services: AVENU will receive thirty two percent (32%) of business license revenue collected.

### **B. General Provisions**

1. AVENU, in collecting any fee, tax, interest, court cost, or penalty shall have no authority to determine the amount of fee, tax, interest, court cost, or penalty owed the state, county, or municipal governing authority.
2. Term of the Agreement: This Agreement shall be for a term of one and one-half (1 ½) years following the date of execution. Thereafter, the city has the option to renew annually for the next two (2) years. Either party shall have the right to terminate this Agreement without cause. Any such termination may be made only by providing thirty (30) days written notice to the other party.



3. **Effect of Termination:** Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to AVENU' fee, the CITY shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay AVENU' invoices therefore in accordance with the terms of this Agreement.
4. **Indemnity:** To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold CITY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, CITY hereby agrees to indemnify and hold AVENU harmless from any claims and against all costs, expenses, damages, claims and liabilities relating to sales, use and other taxes of CITY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof, the Deposit Process, Section A(3), above, and any refunding related thereto.
5. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU' total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CITY for the affected service to which the claim pertains. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between AVENU and the CITY and AVENU' pricing reflects the allocation of risk and limitation of liability specified herein.
6. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
7. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
8. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to

obtain supplies, breakdown of equipment or interruption in vendor services or communications.

9. Subcontractors: AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
10. Intellectual Property Rights: The entire right, title and interest in and to AVENU' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CITY-owned data provided to AVENU be deemed included within the Work Product.
11. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both parties hereto.
12. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
13. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence \_\_\_\_\_ 1, 2018.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

**AVENU Insights & Analytics, LLC**

**GARDEN CITY**

By: \_\_\_\_\_  
Its: SVP

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Proposed pricing contained herein valid for 60 days from date of issuance. Issued 9/30/2018 (CRG)**

**EXHIBIT A**  
**CITY DISTRIBUTION**

September 30, 2018

Ron Feldner  
Garden City  
100 Central Avenue  
Garden City, GA 31405

Dear Mr. Feldner

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Garden City			100%	Occupation tax Discovery/Recovery

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

AVENU Insights & Analytics, LLC  
2317 Third Avenue North, Suite 200  
Birmingham, Alabama 35203  
ATT: Kennon Walthall, SVP

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,  
Connie Taylor  
Client Relations Manager  
AVENU  
205-423-4144 direct dial  
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By:

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**AVENU SVP**

**Title:**

STATE OF GEORGIA       )  
                                      )  
COUNTY OF CHATHAM    )

**A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO RENEW ITS AGREEMENT WITH AVENU INSIGHTS & ANALYTICS, LLC (f/k/a PRA GOVERNMENT SERVICES, LLC, d/b/a RDS) FOR THE PROVISION OF TAX ADMINISTRATIVE SERVICES WITH RESPECT TO OCCUPATIONAL TAX, HOTEL/MOTEL TAX, MIXED DRINK EXCISE TAX, AND OTHER TAXES DESIGNATED BY THE CITY; TO AUTHORIZE THE CITY'S CITY MANAGER TO EXECUTE THE RENEWAL CONTRACT; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, in October 2013, the City entered into that certain Revenue Administration Service Agreement (the "Agreement") with PRA Government Services, LLC, d/b/a RDS (n/k/a Avenu Insights & Analytics, LLC ["AVENU"]) for the provision of tax administrative services with respect to occupational tax, hotel/motel tax, mixed drink excise tax, and other taxes designated by the City; and,

**WHEREAS**, AVENU's satisfactory performance of the Agreement provides justification for the City's exercising its option thereunder to renew the Agreement for an additional twelve (12) month period in accordance with and pursuant to the renewal contract which is attached hereto as Exhibit "A" hereto; and,

**WHEREAS**, the City deems entering into the renewal contract with AVENU for the provision of such services to be in its best interest by reason of maximizing its tax collections and minimizing administrative costs associated therewith.

**NOW, THEREFORE**, be it resolved by the Mayor and Council for Garden City, Georgia, and it is hereby resolved:

1. The City is hereby authorized to enter into that certain renewal contract with Avenu Insights & Analytics, LLC (f/k/a PRA Government Services, LLC d/b/a RDS), attached hereto as Exhibit "A" for the provision of tax administrative services with respect to occupational tax, hotel/motel tax, mixed drink excise tax, and other taxes designated by the City.

2. The City Manager is hereby authorized to execute the above-mentioned renewal contract, together with any other document necessary to further the intent of this Resolution.
3. The effective date of this Resolution shall be when approved by the Mayor and Council.

SO RESOLVED, this 5<sup>th</sup> day of November, 2018.

SO APPROVED by the Mayor and Council.

CITY OF GARDEN CITY, GEORGIA

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RHONDA FERRELL-BOWLES  
CLERK OF COUNCIL

Received and Approved this 5<sup>th</sup> day of November, 2018.

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DON BETHUNE, Mayor of Garden City, Georgia

EXHIBIT "A"

## Revenue Administration Service Agreement

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This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, by and between AVENU Insights & Analytics, LLC and Garden City, Georgia, a city chartered and existing under the laws of the State of Georgia ("CITY").

### **A. Remittance Processing Services**

1. Taxes Processed: AVENU will perform comprehensive remittance processing and compliance for the Occupational License as detailed in Exhibit A. In addition, AVENU may process Hotel/Motel Tax, Liquor by the Drink, and any other taxes as designated by the CITY.
2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to City of Garden City, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, AVENU may change the P.O. Box for City of Garden City payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House (ACH) of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on Exhibit A.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under payments are invoiced for remaining tax due plus any required penalties.
5. Changes to Exhibit A: CITY shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Exhibit A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure designated recipients receive the amounts intended by CITY.
6. Notification, Reporting to CITY:
  - i. AVENU will provide CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CITY'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;
  - ii. CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
  - iii. All items credited will be subject to receipt of payment; and

- iv. AVENU will attend Council meetings at such times as may be reasonably requested by CITY.

## **B. Compliance Services**

1. Taxes Reviewed: AVENU will perform compliance services for Occupational License and other taxes designated by CITY under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CITY, AVENU will make reasonable efforts to collect taxes designated by CITY hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CITY elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist CITY attorney as reasonably requested at its normal hourly rate as reflected herein.
2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly and consistently, and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CITY in the same manner as provided for pursuant to *Section A*, above.

## **C. General Provisions**

1. Information Provided:
  - a) CITY represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CITY represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.
  - b) AVENU shall not disclose or permit disclosure of any information specifically designated by the CITY as confidential, except to its employees and other sub-consultants who need such information in order to properly execute and deliver the services of this Agreement. AVENU shall give prompt notice to the CITY of any unauthorized use or disclosure of the CITY's confidential information and shall assist the CITY in remedying each unauthorized use or disclosure. Giving assistance does not waive any breach of this Agreement, nor does acceptance of the assistance except a waiver of any breach of this Section of the Agreement.
  - c) AVENU acknowledges and agrees that an award of money damages is inadequate for any breach of this Section by it or any of its employees or sub-consultants, and that any breach causes the CITY irreparable harm. Therefore, in the event of any breach or threatened breach of this Section by AVENU or any of its sub-consultants, the CITY is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages.



2. Compliance with laws and standard of care: Each party accepts responsibility for its compliance with federal, state, or local laws and regulations. AVENU shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided (the "Standard of Care").
3. Term of the Agreement: This Agreement shall be for the period of twelve (12) calendar months following the date of its execution and shall automatically terminate at the end of the twelve month (12) term unless the parties have previously agreed upon the terms of a renewal in writing.
4. Termination: This Agreement may be terminated upon the following conditions:
  - a) In the event AVENU fails to fulfill its contract obligations, the CITY shall give written notice to AVENU of AVENU's alleged default and provide AVENU ten (10) days in which to cure such default. Should AVENU fail to cure such default within ten (10) days of receipt of written notice, the CITY may immediately, by written notice, terminate this Agreement because of the failure of AVENU to fulfill its contractual obligations. Upon receipt of such notice, AVENU shall deliver to the CITY all materials which may have been prepared for or accumulated by AVENU in the performance of this Agreement, whether completed or in process. Additionally, AVENU will return all of the CITY's property and information, where applicable, at AVENU's expense within ten (10) days of the termination of this Agreement.
  - b) The CITY may, at any time upon ten (10) days prior written notice to AVENU, terminate (without prejudice to any right or remedy of the CITY) the whole or any portion of this Agreement for the convenience of the CITY. If the CITY terminates the whole or any portion of this Agreement at its convenience, then the CITY shall only be liable to AVENU for the services satisfactorily provided and/or performed by AVENU up to the date of termination. Upon receipt of such notice of termination, AVENU shall discontinue and cause all work under this Agreement to terminate upon the date specified in the said notice.
  - c) If AVENU is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or for receivers appointed on account of its insolvency, the CITY may terminate this Agreement by giving ten (10) days prior written notice of such termination specifying its effective date.
  - d) AVENU may terminate this Agreement if CITY fails to make timely payment within thirty (30) days of invoice. Prior to terminating the Agreement, AVENU shall provide fifteen (15) days written notice to the CITY when notifying the CITY of its failure to pay. The CITY may cure its default within fifteen (15) days of receiving the notice.

5. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay AVENU for services satisfactorily performed in accordance with the terms of this Agreement.
6. Insurance: AVENU shall maintain insurance against the following risks during the term of this Agreement:
  - a) Worker's Compensation in statutory amounts for the employees of AVENU;
  - b) General Liability with a limit of \$1,000,000 per occurrence for personal injury and property damage with an annual aggregate limit of \$2,000,000, and Automobile Liability with a limit of \$1,000,000 per occurrence for personal injury and property damage to third parties which arise from AVENU's negligent performance under this Agreement; and
  - c) Professional Liability in the amount of \$2,000,000.00 for legal obligations arising out of AVENU's failure to meet its Standard of Care.

The CITY shall be provided with certificates evidencing the above-required coverages and providing that the CITY shall receive fifteen (15) days advance written notice of any change in coverage; provided, however, cancellation due to nonpayment of premium shall require ten (10) days prior notice.

7. Indemnity: AVENU hereby agrees to indemnify and hold the CITY harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising out of the negligent acts or omissions of AVENU or others for whose acts AVENU is responsible, relating to the performance or nonperformance of this Agreement. AVENU is not required to defend the CITY, its officers, agents, or employees, or any of them from assertions that the CITY or its agents were negligent, or to indemnify any of them from liability based on their own negligence.
8. Limitation of Liability: To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU's total liability hereunder, whether contract, tort, or any other theory of liability, shall not exceed the applicable insurance policy limits stated above.
9. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

10. Assignment: This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
11. Force Majeure: AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
12. Subcontractors: AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
13. Intellectual Property Rights: The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CITY-owned data provided to AVENU be deemed included within the Work Product.
14. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.

15. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
16. Prohibition of Unlawful Discrimination and Harassment: The CITY does not discriminate on the basis of race, religion, color, sex, national origin, age, disability or other bases prohibited by state law in employment policies and practices. AVENU certifies that it will not discriminate against any employee or applicant for employment because of race, religions, color, sex, national origin, age, disability or other bases prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of AVENU. The CITY further prohibits unlawful discrimination or harassment including sexual harassment. AVENU and its sub- consultants, if any, must not engage in unlawful harassment including sexual harassment or discrimination while performing this Agreement.
17. Interpretation: This Agreement shall be interpreted in accordance with the laws of the State of Georgia.
18. Notices: Except as otherwise expressly provided herein, notices given under this Agreement shall be deemed to have been delivered or received:
  - a) Upon personal delivery to AVENU or its authorized representative, which delivery may be accomplished by in-person hand delivery, or via bona fide overnight express service, or
  - b) Five (5) days after depositing in the U.S. Mail a letter which is either certified or registered, addressed to AVENU or the CITY at its official address, for use under this Agreement, as the case may be.

For purposes of this Agreement, notices shall be sent or delivered at the following addresses:

To AVENU  
Attn: Kennon Walthall  
2317 Third Avenue North, Suite 200  
Birmingham, Alabama 35203

To CITY: Garden City, Georgia  
Attn: Ronald Feldner, Acting City Manager  
100 Central Avenue  
Garden City, GA 31405  
(912) 966-7777  
(912) 966-7792

19. Venue: Venue of any legal action brought under this Agreement shall lie exclusively in Chatham County, Georgia, without giving effect to choice of law principles.
20. Legal Expenses: In the event legal action is brought by the CITY or AVENU against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the opposing party shall pay the prevailing party its reasonable amounts for attorney's fees, costs and expenses incurred as a result of that action.
21. Rights and Remedies - Cumulative: Any enumeration of the rights and remedies of the parties set forth in this Agreement is not exhaustive. The exercise by any party of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the rights and remedies of each party are cumulative and are in addition to any other right or remedy set forth in this Agreement, and any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.
22. Time is of the Essence: Time is of the essence with regard to the performance of any services under this Agreement, unless the parties agree otherwise in writing.
23. Authority: The parties hereby represent and warrant that the individuals executing this Agreement have the authority to legally bind the CITY and AVENU respectively.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

AVENU Insights & Analytics, LLC

City of Garden City

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: SVP (AVENU)

Its: \_\_\_\_\_

**Proposed pricing contained herein valid for 60 days from date of issuance. Issued 9/30/2018 (crg)**

**EXHIBIT A**

**DISTRIBUTION CONFIRMATION**

October 1, 2018

Ron Feldner  
Garden City  
100 Central Avenue  
Garden City, GA 31405

Dear Ms. Feldner:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Garden City	061000052	Xxxxxxxx4712	100%	Business License

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

**IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:**

AVENU Insights & Analytics, LLC  
600 Beacon Parkway West, Suite 900  
Birmingham, Alabama 35209  
ATT: Kennon Walthall, SVP

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,  
Connie Taylor  
Client Relations Manager  
AVENU  
205-423-4144 direct dial  
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By: \_\_\_\_\_  
Name:

\_\_\_\_\_  
SVP (AVENU)

Title:

**RESOLUTION**  
**Garden City, Georgia**

**A resolution to authorize renewal of Garden City alcohol licenses for the 2019 calendar year; to provide for review and limited investigation of said license holders; and for other purposes.**

**BE IT RESOLVED** by the Mayor and Council of Garden City, Georgia:

**WHEREAS**, pursuant to Section 6-72 of the Garden City Code of Ordinances, the establishments listed in “Exhibit A” attached, being current holders of licenses to sell alcoholic beverages in the City of Garden City, Georgia, have made application for renewal of said license; and

**WHEREAS**, an investigation of the facts, as stated in the above referenced license application has been conducted for purposes of determining the veracity of applicant statements and for determining compliance with all applicable provisions of Garden City Ordinance regarding sale and distribution of alcoholic beverages; and

**WHEREAS**, applicants listed in “Exhibit A” attached are reasonably determined to be in compliance with all existing Garden City Ordinances regarding sale and distribution of alcoholic beverages and are not subject to suspension or revocation of an alcohol beverage license as expressed in Garden City Ordinance 6-74; and

**WHEREAS**, applicants listed in “Exhibit A” attached have paid an alcohol beverage license renewal fee as required by Garden City Code of Ordinances Section 6-58 (b);

**NOW THEREFORE BE IT RESOLVED**, the Mayor and Council of Garden City, Georgia, in regular Session assembled, do hereby authorize the renewal of alcoholic beverage licenses for those establishments denoted in “Exhibit A” attached for the period of calendar year 2019 and such establishments shall be issued documentary evidence of renewal to be displayed prominently at all times on the premises for which the license renewal has been issued pursuant to Garden City Code of Ordinances Section 6-73.

**Adopted this 5<sup>th</sup> day of November 2018.**

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Don Bethune, Mayor

**Received and approved this 5<sup>th</sup> day of November 2018.**

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Rhonda Ferrell-Bowles, Clerk of Council



2019 License	DBA	Physical Address	Lic Summary	Date Pmt Recd	Amount Recd
Aditya Food Mart, Inc.		702 Hwy 80	Beer/Wines	10/04/18	\$993.00
Bill's Mini Mart		1550 D Dean Forest Rd	Beer Only	09/26/18	\$757.00
Blueberry Hill		1550 C Dean Forest Rd	Liq/Beer/Wines	10/12/18	\$3,715.00
BP 21 LLC	BP 21	4319 Augusta Rd	Beer/Wines	09/28/18	\$993.00
Buzzin Café	Garden City Café	165 Main St	Beer/Wines	10/09/18	\$993.00
Carey Hilliard's Restaurant		514 Hwy 80 W	Beer/Wines	10/04/18	\$993.00
Carey Hilliard's Restaurant -Hwy 21		5350 Augusta Rd	Beer/Wines	10/04/18	\$993.00
Chinatown Buffet Restaurant		309 Hwy 80	Beer Only	10/02/18	\$757.00
Chu's Convenience Mart		2606 Hwy 80	Beer Only	10/22/18	\$757.00
Copacabana's Sport Bar		425 Hwy 80	Liq/Beer/Wines	10/12/18	\$3,715.00
Dean Forest Beverage Center		1550 E Dean Forest Rd.	Liq/Beer/Wines	09/26/18	\$3,715.00
El Fogon Katracho		1550 Dean Forest Rd	Beer/Wines	10/25/18	\$993.00
Enmark Stations, Inc.		4230 Augusta Rd	Beer/Wines	10/02/18	\$993.00
Exxon 21 LLC		4801 Augusta Rd	Beer/Wines	10/16/18	\$993.00
Famous Asian Restaurant, Inc.		1450 Dean Forest Rd, Ste A	Beer/Wines	10/29/18	\$993.00
Food Lion #811	Food Lion LLC	109 Minus Ave	Beer/Wines	10/02/18	\$993.00
Hari Inc.	Hari Food Mart	4207 Augusta Rd	Beer/Wines	10/05/18	\$993.00
Hercules Grill		2500 Dean Forest Rd	Liq/Beer/Wines	10/10/18	\$3,715.00
Kedip Food Mart	Dean Forest Shell	1502 Dean Forest Rd	Beer Only	10/8/2018	\$757.00
Kishan VB 2 Inc.	80 Quick Stop	305 Hwy 80	Beer/Wines	10/05/18	\$993.00
Naira09 LLC	Pump N Go	4820 Augusta Rd	Beer/Wines	10/02/18	\$993.00
Nilkanth 27 Inc	Garden City Mini Mart	4021 Augusta Rd	Beer/Wines	10/16/2018	\$993.00
NITI Inc. #3		1212 Hwy 80	Beer/Wines	10/10/18	\$993.00
Parker's #39		4219 Augusta Rd	Beer/Wines	10/12/2018	\$993.00
Pilot Travel Center #072		1504 Dean Forest Rd		10/18/2018	\$993.00
Saimai, Inc.	Jasmine Food Mart	4928 Ogeechee Rd	Beer/Wines	9/28/2018	\$993.00
Saiami 2 Inc.	Garden City Package Shop	4304 Augusta Rd	Liq/Beer/Wines	9/28/2018	\$3,715.00
SHIV SAI 1912 LLC	Mini Mart	403 - M Hwy 80	Beer/Wines	10/10/2018	\$543.00
Southern Eagle Distributing		1320 Hwy 80	Beer/Wines	10/09/18	\$993.00
Wahi Guru LLC	Garden City Chevron	1210 Hwy 80	Beer/Wines	09/25/18	\$993.00
Walgreens	Walgreens #11538	4210 Augusta Rd	Beer/Wines	10/10/18	\$993.00
Yogi & Sons Inc		1298 Highway 80	Beer/Wines	10/02/18	\$993.00
<b>NOT RENEWING FOR 2019</b>					
Sapan Trading LLC (CLOSED)	In & Out Liquor	213 Highway 80	Beer/Wines		